

**AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company, Southwestern Bell
Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

AMERICAN FIBER NETWORK, INC.

This Amendment under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), is dated as of _____, 2001 among SBC Communications Inc. covering **Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, ("SBC-13STATE")** and Ameritech Fiber Network, Inc. (CLEC), shall apply to the state(s) of Connecticut, Illinois, Indiana, Michigan, Nevada, Ohio and Wisconsin is hereby amended as follows:

1. Section 5.2 of The General Terms and Conditions of the Agreement is amended to reflect a one-year extension and now reads as follows: The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 16, 2003 (the "**Term**").
2. Section 21.1 of The General Terms and Conditions of the Agreement is replaced in its entirety with the following Intervening Law Language:

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the

affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and any Amendments to such Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, SBC-13STATE does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement and any Amendments to such Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph.

3. The existing Appendix Reciprocal Compensation is replaced with Appendix Reciprocal Compensation (After FCC Order No. 01-131) attached to this Amendment in its entirety.
4. The Pricing Appendix is amended to reflect the bifurcated reciprocal compensation rates associated with Appendix Reciprocal Compensation (After FCC Order No. 01-131). The amended Pricing Appendix is attached to this Amendment in its entirety.
5. All other terms of the Agreement will remain the same.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

American Fiber Network, Inc.

**Southwestern Bell Telephone Company,
Nevada Bell Telephone Company, Pacific
Bell Telephone Company, The Southern
New England Telephone Company,
Illinois Bell Telephone Company, Indiana
Bell Telephone Company Incorporated,
Michigan Bell Telephone Company, The
Ohio Bell Telephone Company,
Wisconsin Bell, Inc. D/B/A Ameritech
Wisconsin**

**By SBC Telecommunications, Inc., its
authorized agent**

By: _____

By: _____

Title: _____

Title: President – Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____